

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

Eddie Lane,

Plaintiff,

V.

Civil Action No. 3:18-cv-01386-JMC

New Gencoat, Inc.; Genesis Worldwide II Inc.; Pegasus Partners II L.P.; KPS Special Situation Funds L.P.; Gencoat Inc.; Genesis Worldwide Inc.; Mitsubishi Heavy Industries, Ltd. Mitsubishi Heavy Industries America, Inc.; Hitachi Ltd; Hitachi America, Ltd; Mitsubishi-Hitachi Metals Machinery, Inc; Mitsubishi-Hitachi Metals Machinery USA, Inc.; Primetals Technologies Ltd.; Primetals Technologies USA Holdings, Inc.; and Primetals Technologies USA LLC,

**Stipulated Dismissal Without Prejudice as to
Defendants Mitsubishi Heavy Industries
America, Inc., and Mitsubishi Heavy
Industries, Ltd.**

Defendants.

Pursuant to Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure, Plaintiff Eddie Lane and Defendants Mitsubishi Heavy Industries America, Inc. (“MHIA”) and Mitsubishi Heavy Industries, Ltd. (“MHI”), by and through their counsel, hereby stipulate and agree as follows:

1. Plaintiff originally filed this matter in Richland County Court of Common Pleas on March 28, 2018. The matter was subsequently removed to this Court on May 21, 2018. MHIA has not yet responded to the Complaint; its current deadline to respond is June 18, 2018. MHI, has not yet been properly served and has not yet responded to the Complaint.
2. The parties to this stipulation have been meeting and conferring on the allegations made in the Complaint. Defendants MHIA, and MHI have explained that they were not involved in the design, manufacture, marketing, distribution, or sale of the subject coater machine implicated by Plaintiff's claims in the Complaint.

3. Based on the foregoing, Plaintiff and Defendants MHIA and MHI now stipulate to the dismissal of MHIA and MHI without prejudice. Pursuant to Rule 41(a)(1)(A), this stipulated dismissal without prejudice is effective on filing.
4. Plaintiff and Defendants MHIA and MHI agree that this action will be dismissed without prejudice as to MHIA and MHI, but may be refiled at any time within one year of the date of this stipulation of dismissal.
5. Defendants MHIA and MHI agree to a tolling of the statute of limitations for one year from the date of this stipulation of dismissal, as to any statute of limitations that has not run as of the date of the filing of this action.
6. Plaintiff and Defendants MHIA and MHI agree that if Plaintiff does not re-file this action against MHIA and MHI within one year of the date of this stipulation of dismissal, this stipulation of dismissal will automatically become with prejudice and the case may not be re-filed.
7. Each party to this stipulation is to bear their own attorney's fees and costs as against each other, and none of the parties to this stipulation shall be responsible for paying any fees, costs, or other expenses incurred by the other parties to this stipulation or their agents.

IT IS SO STIPULATED.

Dated: June 18, 2018

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Dated: June 18, 2018

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